

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, STATE CAPITOL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://www.purchasing.state.ut.us>

**Request for Proposal**Solicitation Number: **NO3031**Due Date: **11/26/02 at 3:00 P.M.**

Date Sent: October 15, 2002

**Agency Contract**Goods and services to be purchased: **AGENCY CONTRACT - MARKETING REPRESENTATION IN JAPAN****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Request for Proposal**

Solicitation Number: NO3031

Due Date: 11/26/02

---

**Vendor Name:**

---

AGENCY CONTRACT - MARKETING REPRESENTATION IN JAPAN, PER THE ATTACHED RFP.

**QUESTIONS ON SPECIFICATIONS CALL GINA STUCKI AT (801) 538-1318.**  
QUESTIONS ON PURCHASING PROCESS (NOT RELATED TO SPECIFICATIONS) CALL NANCY ORTON AT (801) 538-3148.  
RX: 710 33000000003

## REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS

1. **PROPOSAL PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery of services as proposed is critical and must be adhered to. (e) Incomplete proposals may be rejected. (f) This proposal may not be withdrawn for a period of 60 days from the due date. (g) Where applicable, all proposals must include complete manufacturer's descriptive literature. (h) By signing the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. **SUBMITTING THE PROPOSAL:** (a) The proposal must be signed in ink, sealed, and if mailed, mailed in a properly-addressed envelope to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your proposal will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of proposals to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the proposal for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the proposal and accepted by DIVISION. (e) By signing the proposal the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this proposal including all terms and conditions.

3. **BONDS:** The state has the right to require a bid or proposal bond, payment bond and/or a faithful performance bond from the offeror in an amount not to exceed the amount of the contract.

4. **PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. Proposals submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.

6. **SAMPLES:** Samples, brochures, etc., when required, must be furnished free of expense to the state and if not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.

7. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.

8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the lowest responsible offeror whose proposal is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-

21. (b) The DIVISION can reject any and all proposals. And it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. Proposals and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of proposals shall be established. The **register** shall be open to public inspection, but the proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. The proposal(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

9. **ANTI-DISCRIMINATION ACT:** The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

10. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at [www.purchasing.state.ut.us](http://www.purchasing.state.ut.us).

## **RFP DOCUMENT FOR JAPAN MARKET REPRESENTATION**

Utah Division of Travel Development  
October 15, 2002

### Purpose for Request of Proposal (RFP)

This Request for Proposal is issued on behalf of the State of Utah's Division of Travel Development. The Division is a part of the State of Utah's Department of Community and Economic Development. (DCED).

The Division is formally reviewing its contract for marketing representation in Japan. The purpose of the RFP is to identify the most qualified individual or organization to promote travel to Utah in the Japanese market.

The contract will begin January 1, 2003 and run through June 30, 2004. Contract may be renewed on an annual basis (July 1 through June 30) for a period of up to five years, subject to legislative appropriation.

### Budget

The financial resources available for Japan market representation have historically ranged from \$57,000 to \$115,000 per year. The specific contract amount for any given contract year will vary, based on legislative appropriations and other program resources.

### Scope of Work

The following conditions must be met at a minimum and must be addressed in proposals. In addition, specific marketing projects are outlined on Page 4 of this RFP. The successful offeror:

1. Will increase traveler awareness of Utah in the Japanese market through consumer and trade media, the Internet, trade shows, familiarization tours, training seminars and other relevant projects.
2. Will have and maintain a well-developed network of tourism connections in Japan and in the USA.
3. Will leverage Utah's representation budget with compatible partners.
4. Will provide travel trade and media support in Japan, responding to requests for information, resources, contacts and collateral.
5. Will provide a comprehensive Market Summary of major developments affecting outbound travel to the USA and Utah.
6. Will provide summaries of major tour operators, airlines, travel agencies and key general and travel media serving the Japanese market.
7. Will advise the state on companies that demonstrate potential for increasing or developing new tour product to Utah.
8. Will be familiar with the state of Utah and its tourism product.

### Proposal Evaluation

A selection committee will evaluate and score the proposals submitted. That committee will consist of department and/or division managers, a member of the board of Travel Development, a representative of the Division of Purchasing and tourism community stakeholders. The State of Utah reserves the right to reject any or all proposals received.

Proposals will be evaluated and ranked by the members of the selection committee through scores based on the following criteria:

Marketing Experience	20%
Creative Programs and Abilities	30%
Familiarity with Utah Product	25%
Cost of Services	25%

### Proprietary Information

Offerors are requested to mark any specific information contained in their proposal that is not to be disclosed to the general public or used for purposes other than the evaluation of the proposals. All materials become the property of the State of Utah and may be returned upon request, at the option of the Division.

### Issuing Office and RFP Reference Number

The State of Utah Division of Purchasing is the issuing office for this document and all subsequent additions. The reference number for the transaction is Bid Number NO3031. This number must be referenced on all proposals, correspondence and documents relating to the RFP.

The State of Utah, Division of Travel Development Contract Officer responsible for the bidding and contract process outlined in this RFP is Gina Stucki, Assistant Director/External Development.

### Response Date

Seven (7) copies of the Proposal must be received at the State of Utah, Division of Purchasing, State Office Building, Salt Lake City, UT 84114 on or before Tuesday, November 26 by 3:00 p.m. Any proposal not received by that time will not be considered timely and will be returned unopened.

Schedule

Dec. 2-6, 2002	The Division's Selection Committee will review the proposals and select a finalist(s).
Dec. 9, 2002	The Division will, if necessary, interview finalists before making a final recommendation to the Executive Director of DCED. A contract will be negotiated.

Background Information

Utah has unique landscapes, many of them in the state's five national parks – Zion, Bryce Canyon, Arches, Canyonlands and Capitol Reef. These national parks and other public lands in Utah provide unrivalled settings for outdoor recreation. The state is a magnet for hiking, mountain biking, skiing, snowboarding, white water rafting and other water sports. Utah offers discovery, relaxation and rejuvenation through a wide variety of outdoor activity in unique surroundings.

Salt Lake's successful hosting of the 2002 Olympic Winter Games has put Utah's mountains, ski resorts, winter sports and Olympic venues on the global map. The State of Utah's post-Olympic marketing efforts will focus on leveraging that increased awareness to position Salt Lake City as a gateway to year-round travel and recreation throughout the state. For the Japanese market, a high priority will also be leveraging the Las Vegas gateway to southern Utah's national parks and red rock landscapes.

Proposal Format

Responses to the following questions give the selection committee an overview of your company and will be rated in the evaluation process. Examples of your work in the Japanese market, letters of recommendation, honoraria, or any other relevant information should be included in an appendix.

1. Briefly describe the origin and philosophy of your company, including the numbers of years in business.
2. Provide a brief biography, including relevant work experience, of the person or persons specifically responsible for completing this work agreement.
3. List your travel and tourism clients during the past five years.

4. Describe your experience using the Internet to promote destination travel in the Japanese market.
5. List your current active clients, the date of their acquisition and the name and telephone number of the managing contact responsible for evaluating performance.
6. Describe how well you and/or your company know Utah.
7. Discuss any features or unique qualifications in international representation that your company possesses for this contract.
8. Describe what your company might do to stimulate consumer awareness in Japan through partnerships within or outside the travel industry to enhance brand awareness of Utah.
9. Describe how you would prioritize Marketing Projects 2-5 (outlined below) and provide your contract bid for each of the five projects.

In addition to your relevant suggestions, please address (a) current trade/media/consumer conditions and Utah's image in Japan; (b) traditional marketing activities vs. unique or unorthodox marketing approaches to enhance Utah's image in the Japanese market; and (c) the best methods for targeting leading tour operators and travel media in that market.

**Market Project 1 - Comprehensive Market Summary and Seminar Presentations**

A. Provide the State with an overall market summary including:

- Statistical information regarding outbound travel to the USA and Utah
- Major trade and airline developments
- Consumer trends
- Social and economic factors influencing potential travel to Utah from Japan.

B. Provide the State with summaries of major tour operators, airlines, travel agencies and key general and travel media in the Japanese market.

Summaries should include: (1) key contacts and positions, company names, branches, (including U.S. branches.) addresses, phone, fax, e-mail and Internet site information, and (2) an analysis or summary of Utah tours or tour products currently promoted by major tour operators.

C. Consult with and advise the State regarding companies in the market that demonstrate potential for increasing or developing new tour products to Utah. Target companies are not limited to new companies or companies without current products to Utah.

D. Assist in the presentation of International Marketing Seminars held in Utah. Presentations are tentatively scheduled for two locations in Utah during one week in May 2003.

**Note: All travel arrangements and expenses for participation in the International Marketing Seminars held in the State of Utah will be handled by the State.**

#### **Market Project 2 - Trade Show Facilitation and Participation**

A. Advise State on travel trade shows and other forums in the selected market that effectively target companies identified in the company summaries as noted in Market Project 1.

B. Upon the selection of the recommended trade show or event, facilitate the introduction of the State delegation to targeted companies and representatives.

Note: If the contractor recommends time be spent in the market area for additional meetings before and/or after the show or event, or if additional functions are scheduled during the trade show or event, facilitation costs for these extra services should be included in the total estimate for Market Project 2. Please outline your recommendations for additional meetings and/or contacts.

**Note: All costs for Trade Show exhibit space, registrations, (including the contractor and delegates), shipping costs, and other related costs will be handled by the State.**

#### **Market Project 3 - Trade Familiarization Tour Facilitation**

A. With the approval and scheduling of the State, contractor shall facilitate a familiarization tour(s) for travel trade from the Japanese market. Coordinate with the State to qualify and select participants, organize airline sponsorship, participate in escorting the tour, conduct post-familiarization tour evaluation and update changes in company summaries.

**Note: State will determine or approve itineraries, approximate dates for familiarization tours and, with tourism partners, host activities and lodging while in Utah.**



**Market Project 4 - Media Facilitation**

A. With the approval and scheduling of the State, contractor shall translate and/or distribute four news releases to top Japanese media. Contractor shall also facilitate media familiarization tour(s). Coordinate with the State to qualify and select participants, organize airline sponsorship, participate in escorting the tour, conduct post-familiarization tour evaluation and update changes in company summaries.

**Note: State will determine or approve itineraries, approximate dates for the familiarization tours and, with tourism partners, host activities and lodging while in Utah.**

**Market Project 5 - In-Market Development Facilitation**

A. Facilitate the introduction of Division of Travel Development staff to target company representatives for an annual in-market trade development mission, expected to last 4 - 6 business days.

**Defined Roles for Market Projects**

The State of Utah will provide necessary resources for the completion of marketing projects defined under the Scope of Work and will pay facilitation fees and related travel expenses as negotiated in the contract. The State will direct accomplishment of the work through a cooperative effort involving Contractor, Division of Travel Development and Utah tourism products providers.

The Contractor will provide personnel and coordinate with the Division of Travel Development as necessary to accomplish the work in a timely manner. The Contractor will also inform the State in writing of the nature and scope of any other contract services provided to Utah travel suppliers or associations involving travel-related marketing or promotion in Japan.

#### ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. AUTHORITY: Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. LAWS AND REGULATIONS: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. RECORDS ADMINISTRATION: The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. CONFLICT OF INTEREST: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. INDEMNITY CLAUSE: The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. TERMINATION: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. SALES TAX EXEMPTION: The State of Utah's sales and use tax exemption number is E33399. The tangible

personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.  
(Revision date: Apr 24, 2002)